

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MARQUIS JET PARTNERS, INC.,

Plaintiff,

v.

MARQUIS GLOBAL AVIATION SERVICES,  
LLC, INTERNATIONAL TRIP PLANNING  
SERVICES, LLC and JEREMY MATTERN,

Defendants.

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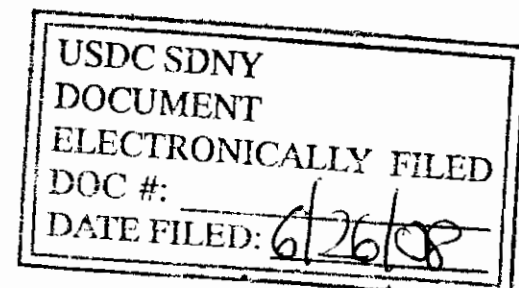
Civil Action No. 08 CV 4354 *RWS*)

**CONSENT DECREE**

WHEREAS plaintiff Marquis Jet Partners, Inc. ("Marquis Jet") owns federal trademark registrations for the trade names and trademarks MARQUIS, MARQUIS JET and MARQUIS JET CARD (Reg. 2,896,339, Reg. 3,249,908 and Reg. 2,983,806, respectively), as well as common law rights in the foregoing marks as well as other marks containing the word "Marquis" (together, the "MARQUIS Marks") and common law rights in the mark M CLUB, which defendants Marquis Global Aviation Services, LLC, International Trip Planning Services, LLC and Jeremy Mattern (together, "Marquis Global") hereby acknowledge; and

WHEREAS, Marquis Global has done business and has sold and advertised aviation-related products and services, including aviation fuel related services, under the trademarks and trade names MARQUIS and MARQUIS GLOBAL AVIATION SERVICES throughout the United States; and

WHEREAS, on May 8, 2008, Marquis Jet commenced this action seeking damages, injunctive relief and other relief relating, *inter alia*, to Marquis Global's use of the above-



described trade names and trademarks, which Marquis Jet asserted were confusingly similar to and dilutive of the MARQUIS Marks; and

WHEREAS, Marquis Jet and Marquis Global have agreed to entry of this Consent Decree;

IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has personal jurisdiction over Marquis Jet and Marquis Global and has subject matter jurisdiction of this action.
2. Marquis Global, its agents, officers, directors, servants, employees, partners and suppliers, and all other persons and entities acting by or through or in concert with any of the foregoing who receive actual notice of this Consent Decree by personal service or otherwise, immediately shall cease and desist from any and all uses of the trade names and trademarks MARQUIS, MARQUIS GLOBAL AVIATION SERVICES, M GLOBAL, any other word or mark containing "Marquis," and any substantially or confusingly similar names or marks anywhere in the world in connection with any business or in connection with the manufacture, packaging, labeling or offering of any goods or services, including without limitation all uses as business or trade names; on products, product packages and product labels; in marketing or advertising materials, web sites, newspaper advertisements, television advertisements, radio advertisements, Internet advertisements, domain names, metatags, ALT text and search engine keywords; in handbills, brochures, business cards, stationery, and invoices; and in any and all other materials, whether printed, electronic or in any other medium, except as otherwise expressly agreed to herein.
3. Marquis Global, its agents, officers, directors, servants, employees, partners and suppliers, and all other persons and entities acting by or through or in concert or

participation with any of the foregoing, immediately shall expressly abandon any and all registrations of, or applications to register, the names or marks MARQUIS GLOBAL AVIATION SERVICES, LLC, MARQUIS GLOBAL AVIATION SERVICES, any MARQUIS Marks, M GLOBAL, any other name or mark containing "Marquis," or any trade name or trademark substantially or confusingly similar to any of the foregoing that are owned or controlled by Marquis Global anywhere in the world, and shall send to counsel for Marquis Jet copies of such express abandonments.

4. Marquis Global shall not seek to register or maintain the registration of any name or mark that if used by Marquis Global would violate Paragraph 2 hereof.

5. No later than June 9, 2008, Marquis Global shall assign and transfer to Marquis Jet the domain name MARQUISGLOBAL.COM and any other domain name, the use of which by Marquis Global would violate Paragraph 2 hereof. Marquis Global shall take such further steps and execute such further documents as are necessary to effect the assignment and transfer to Marquis Jet of the foregoing domain names.

6. Marquis Global shall comply with the terms of the parties' Settlement Agreement dated as of June 11, 2008.

7. Marquis Global hereby acknowledges the validity of Marquis Jet's common law and registered trademark rights in the MARQUIS Marks and M CLUB as described above and as embodied in United States Registration Nos. 2,896,339, 3,249,908 and 2,983,806 (certificates for which are attached as Exhibit A hereto), and shall not seek to cancel or otherwise challenge the validity of Marquis Jet's rights in or the enforceability of any of the foregoing.

8. Marquis Global expressly recognizes and acknowledges that a violation or breach by it of any of the representations, covenants, conditions, agreements, or undertakings in


the Settlement Agreement will cause Marquis Jet irreparable harm which cannot be adequately calculated or remedied solely in money damages in an action at law, thereby entitling Marquis Jet to obtain (in addition to any other remedy to which it may be entitled at law) immediate injunctive relief or other equitable remedies with respect to such violation or breach.

9. Neither party shall seek any award of damages, attorneys' fees or costs in this matter except for those arising from or relating to any breach or violation of the parties' Settlement Agreement or this Consent Decree.

10. This Court shall retain continuing jurisdiction over the persons and entities identified in this Consent Decree and over the subject matter of plaintiff's Complaint to ensure compliance and performance with the terms of this Consent Decree and to modify the Consent Decree as justice so requires.

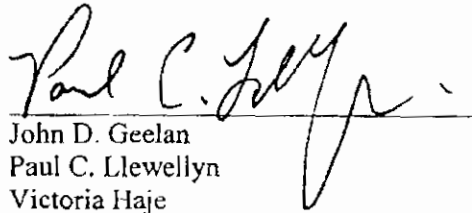
11. The provisions of this Consent Decree shall apply worldwide.

SO ORDERED:

  
UNITED STATES DISTRICT COURT JUDGE

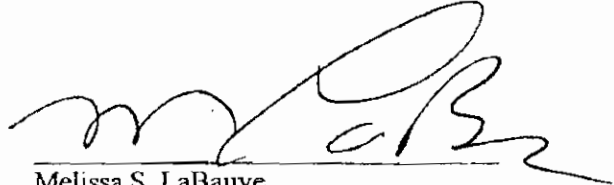
Dated: 6.19, 2008  
New York, New York

The parties hereto, by their duly authorized attorneys, hereby consent to the entry of this Consent Decree:



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